05-44481-rdd Doc 10489 Filed 10/08/07 Entered 10/08/07 11:28:12 Main Document Pg 1 of 4

| In re;                                      |   | X   |  |         |
|---|---|---|--|---------|
| Delphi Mechatronic Sy                       | stems, Inc.   | : Chapter 11  |  |         |
|   |   |   | 567 (Jointly Administered Under        |         |
|   |   | Case No. 05-44481)                                      | Charles of Charles                     |         |
|   |   | :<br>: Amount \$1,058                                   | 3.87, Claim # 8323                     |         |
|   | Debtor  |   |  |         |
| <u>N</u>                                    | OTICE: TRANSFER OF                                    | CLAIM PURSUANT TO F                                     | RBP RULE 3001/c) (2)                   |         |
| To: (Transferor)                            |   |   |  |         |
| - 5. ( · · · · · · · · · · · · · · · · · ·  | Scaly RG Valley Buildi                                | ne LP   |  |         |
|   | Mark Scaly  | -   |  |         |
|   | Struzman Bromberg Ess                                 | serman & Plifka   |  |         |
|   | 2323 Bryan Street, Stc 2                              | 2200  |  |         |
|   | Dallas, TX 75201                                      |   |  |         |
| The transfer of your claic                  | im as shown above, in the a                           | mount of \$1,058.87, has been                           | transferred (unless previously expu    | nged by |
|   | Fair Harbor Capital, LL                               |   |  |         |
|   | 875 Avenue of the Amer                                | ricas, Suite 2305                                       |  |         |
|   | New York, NY 10001                                    |   |  |         |
| No action is required if y OF YOUR CLAIM, W | you do not object to the trat<br>ITHIN 20 DAYS OF THE | nsfer of your claim. However,<br>E DATE OF THIS NOTICE, | IF YOU OBJECT TO THE TRAI<br>YOU MUST: | NSFER   |
| FILE A WRIT                                 | TEN OBJECTION TO T                                    | HE TRANSFER WITH:                                       |  |         |
| Special                                     | Deputy Clerk  |   |  |         |
| Souther                                     | States Bankruptcy Court<br>in District of New York    |   |  |         |
| Alexan                                      | der Hamilton Custom House                             |   |  |         |
| One Be                                      | wling Green   |   |  |         |
| New Y                                       | ork, New York 10004-1408                              |   |  |         |
| SEND A COPY                                 | OF YOUR OBJECTION                                     | N TO THE TRANSFEREE.                                    |  |         |
| Refer to INTERNAL, CO                       | ONTROL No.  | in your objection.                                      |  |         |
| f you file an objection a                   | bearing will be scheduled                             | -   | NOT TIMELY FILED, THE<br>LAIMANT.      |         |
|   |   | ·   | Intake Clerk                           |         |
| ひい クロロババス ひとんじほう                            | DSE ONLY:   |   | on, 200                                |         |
|   | No  |   | , 200                                  |         |
|   |   |   |  |         |
| laims Agent Noticed: (Nopy to Transferee;   | Jame of Outside Agent)                                |   |  |         |
|   |   | _   |  |         |
|   |   | <u> </u>  | eputy Clerk                            |         |

## **DISSIGNMENT OF CLAIM**

Sealy RG Velley Buildings, L.P., having a mailing address at 333 Texas Street, Suita 1050 Shreveport, LA 71101 Auni Mark Suely ("Assignor"), in consideration of the sum:

the "Purchase Price"), dons hereby transfer to FAIR HARBOR CAPITAL, LL.C, as agent ("Assignor"), having an address at 875 Avenue of the Americas, Suito 2305, New York, NY 10001, all of Assignor's right, tito and interest in and to the claimor obtains of Assignor, as more specifically sat forth (the "Claim") assinstDelphi Dischairante Systoms, Inc. ("Debtor"), Dobtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptey Court, Southern District of New York (the "Court"), Dobtor in proceedings for (Jointly Administered Under Case No. 6544481), in the currently outstanding amount of not less than \$1,638.87, and all rights and herefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to master all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lesses related to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and hanefits arising from, under or relating to any of the foregoing, and all cuch, securities, by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and wairants that (Please Check One):

- A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any Proof of Claim on your behalf.
- A Proof of Claim in the amount of \$1.274.91 has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from he Claim amount set forth above, Assigned shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to ideally itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$1,058.87 that the Claim in that amount is valid and that no objection to the Claim exists; no consent, approval, filling or corporate, partnership or other action is required as a condition in, or otherwise in somection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duty authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute deliver and perform this Agreement; this Agreement constitutes the valid, logal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution lines here received by Assignor, or by any third party on bahalf of Assignor, in full or partial entitlection of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor partial entities of the Claim proportionately less payments or distributions or less favorable treatment than other unservered creditors; the Claim is not subject to this factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or pantial antisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has the Claim fee of any and all lians, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or claim or to impair its value.

Assignor hereby agross that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any dutil pusy has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's state on account of such other assignment of sale, then the Assigner shall immediately reimburse to Assignee all personne paid by Assignee to Assignee, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assigner further agrees to pay all casts and attorney fees incurred by Assignee on collect such anyones.

Assignor is aware that the whove Porologic Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, noither Assignee nor any agent or representative of Assignee has made any representation whatshever to Assigner regarding the matter of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assigner has deemed appropriate (including information available from the rites of the Court in the Proceedings), made

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Prios to the extent that the Claim is dissillowed, suberdinated, objected to or otherwise impaired for any reason whatsoever in whole or in part. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deemed to sell to Assignee, and, at Assignee's option only. Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall romit such payment to Assignor upon Assignee's satisfaction that the Claim has been allowed in the higher amount is not subject to any objection by the Debtor.

Assignor hereby itrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned.

Assigner genus anto Assignee full authority to do all things accessary to enforce the claim and its rights there under putsuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nutire and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assigner shall have no obligation to take any action to prove or deford the Claim's validity or amount in the Proceedings, Assignm agrees to take such further aution, at its own expense, its may be nonessary of desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers,

Assignor coknowledges that, in the event that the Dobter's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignce has paid for the Claim, Assignor shall immediately remit to Assignce all monies paid by Assignce in regard to the Claim and

Assignor agrees to forward to Assignce all notices received from Dobtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignce may from time to time request. Assigner further agrees that any distribution received by Assigner on account of the Claim, whether in the form of east, securities, instrument of any other property. shall constitute property of Assignee to which Assignee has an obselute right, and that Assigner will hold such property in trust and will, as he own expense, promptly (but not later than 5 business days) deliver to Assignce any such property in the same form received, together with any

If Assignor falls to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of each attributable to such check shall be deposited in Assigned's bank account, and Assigner shall be automatically deemed to have wrived its Claim. Unless Assigned is informed otherwise, the address indicated on this Assignment of Commistall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized

The forms of this Assignment of Cleim shall be blading upon, and shall inure to the benefit of and be enforceable by Assigner, Assigner and their

Assignor beroby acknowledges that Assignee may at any time charsign the Claim, together with all right, little and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and tray such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Pederal court located in the State of New York, and Assigner consents to and confers personal jurisdiction over Assigner by such court or courts and agrees that service of process may be upon Assigner by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waves the right to demand a trial by jury. CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of mansfer pursuant to Rule 3001 (c) of the Federal Rules of Bankrupany Procedure ("FRRP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may whitedraw the transfer or subsequently transfer the Claim back to Assigner parametr to Rule 3001 (c) of the FRBP if, in Assignce's sole and absolute discretion, Assignce determines that due diligence is not satisfactory. In the event Assignce transfers the Claim back to Assignor or withdraws the transfer, at such time both Assigner and Assignor stellage each other of all said any configured a minimum of the configuration of the management of the first set forth in this Assignment of the first set forth in this Assignment of Claim and hereby wrives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (c) of the FREP.

IN WITNESS WHEREOF, the undersigned Assigner homento sets its hand this \_\_\_\_\_\_ day of \_ Scaly RG Valley Buildings, L.P. Mark P. Scaly, Manager Print Name/Title Telephone Fredrie Glass - Pair Harbor Capital, LLC

Delphi - Dulphi Automotive Systems, LLC, et al. 8323 OMNI 11

| United States Bankruptcy Court SOUTHERN  |   |   |
|--|---|---|
| BOUAHORN   | DISTRICT OF NEW YORK  | PROOF OF CLAIM  |
| Name of Debter   | Case Number   |   |
| Delphi Mechatronic Systems, Inc.   | 05-44567  |   |
| NOTE: This forth should not be used to trake a claim for an edesintered.   | on armene estate office also account  | •   |
| AT THE CORP. AT TEXTERN OF ENAMED OF BUT RECORDS AND AND ADDRESS ASSET FOR   | filed common to 11 FLC CL F 200   |   |
| Name of Creditor (The person or other entity to whom the debter owes money or properly):   | Check how if you are assess that  |   |
|  | Bity ope cise this litter a fitted of   |   |
| Sealy RG Valley Buildings, L.P.  | olaim relating to your claim. Attrait<br>copy of statement giving   |   |
| Name and address where notices should be sent: Andrea L. Niedermeyer   | profilenters.  Chock hox if you have never  |   |
| Stutzman, Bromberg, Esserman & Plin  |   |   |
| 2323 Bryan Street, Suite 2200  | Chock box if the address differs  |   |
| Dallac, Texas 75201  | from the address on the envelope  |   |
| · · · · · · · · · · · · · · · · · · ·  | sent to you by the court.   | THIS SPACE IS FOR COURT USE ONLY  |
| Account or other number by which creditor identifies debtor:   | Check here propinces  |   |
|  | i il liais olaimi — n nfeutonake  | filed alnim, detad:   |
| I. Besis for Claim   |   |   |
| ☐ Geods so(d   |   |   |
| Services performed   | ☐ Retires benefits as defined in 11 U.; ☐ Winges, salaries, and compensation  | S.C. () 1 (14(n)  |
| Money longed     Personal injury/symmathy death  | Last four digits of SS #:   | · · ·   |
|  | Unpaid componention for services ;  | norformed   |
| O Other nonresidential real propert  | v 1665  |   |
|  |   | (date)  |
| 2. Dato debt was incurred:   | <ol><li>if court judgment, date obtained;</li></ol>   |   |
| See attached Summary of Claim  |   |   |
| 4. Total Amount of Claim at Time Case Filed: \$ 1.274.9  |   | <u>\$1,274.91</u>   |
| If all or part of your claim is scoured or entitled to adoptive also com-  | ) (secured) (ptioni   | (Total)   |
|  | NACES AROUND ONLY BORDON,   |   |
| <ul> <li>Under this box if claim includes interest or other charges in addition interest or additional charges.</li> </ul>   | to the principal amount of the claim. Attac   |   |
| interest in the light of the li | to the principal amount of the claim. After   |   |
| 5. Secured Claim.  | to the principal amount of the claim. After 7. Unsecured Priority Cialm.  | h Hemized sintement of off  |
| interest in the Hard Control of the Hard Contr | 7. Unsecured Priority Cialm.    Check this box if you have an unsecured to the control of the co      | h Hemized sintement of off  |
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| S. Secured Claim.  Check this box if your claim is sentred by collateral (including a right of setoff).  Briof Description of Collaieral;  Real Belate   | 7. Unsecured Priority Claim.  Cleack this box if you have an unsec  Amount entitled to priority \$  Specify the admity of the date:   | h itemized statement of nil   |
| S. Secured Claim.  Check this box if your claim in secured by collateral (including a right of setoff).  Briof Description of Collaieral;  | 7. Unsecured Priority Claim.  Cleack this box if you have an unsec  Amount entitled to priority \$  Specify the admity of the date:   | h itemized statement of nil   |
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| S. Secured Claim.  Check this box if your claim is secured by collateral (including a right of setoff).  Briof Description of Collateral;  Real Estate   | 7. Unsecured Priority Cialm.  Check this box if you have an unsec Amount entitled to priority \$ Specify the priority of the claim:  Wages, relative, or commissions days before filing of the bankuy deblor's business, whichever is a Contributions to an employee be Up to \$2,225° of deposits towned property or services for personni, \$ 507(6)(6).  | th itemized statement of all cured priority claim  (up to \$10,000),* carried within 180 atop petition or consistent of the attler - 11 U.S.C. § 507(a)(3), the fit plan - 11 U.S.C. § 507(a)(4), if petrolinac, leans, or restal of formulty, or household map - 11 U.S.C.   |
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| 5. Secured Cinim.  Check this box if your claim in secured by collateral (including a right of setoff).  Briof Description of Collateral;  Real Estate  Other  Value of Collateral;  Value of Collateral;  Amount of accentage and other charges at time same filed included in secured claim, if any: \$  6. Unsecured Nonpriority Claim \$  Check this box if; a) there is no collateral as lieu same same.  | 7. Unsecured Priority Cialm.    Check this box if you have an unsecond the chims     Check this box if you have an unsecond the chims     Specify the priority of the chims     Wages, satisfies, or commissions days before filing of the bankung deblor's husbass, whichever is one of the commissions o      | th itemized statement of all cured priority claim  (up to \$10,000),* carried within 180 stay petition or curation of the attler - 11 U.S.C. § 507(a)(3), thefit plan - 11 U.S.C. § 507(a)(4), it petrologo, tone, or restal of family, or lawsobold was - 11 U.S.C. towed to a spouse, three spouse, three spouse, the of 11 U.S.C. § 507(a)(8), only of 11 U.S.C. § 507(a)(8).  |
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| S. Secured Claim.  Check this box if your claim is secured by collateral (including a right of secoff).  Briof Description of Collateral;  Real Estate   | 7. University Claim.  Check this box if you have an unsee Amount entitled to priority \$\)  Specify the priority of the claim:  Wages, salaries, or commissions days before filing of the banking debler's this lines of the banking debler's the banking of the      | th itemized statement of all cured priority claim  (up to \$10,000),* carried wishin 180 stay petitlent or complete of the attler - 11 U.S.C. § 507(n)(3), the fit plan - 11 U.S.C. § 507(n)(4), the peterbase, tenned, or restal of a frontilly, or household mar - 11 U.S.C. it would to a spouse, former spouse, commental units-11 U.S.C. § 507(a)(8), and of 11 U.S.C. § 507(a)(). The and every 1 years thereafter with or the date of adjustment \$10,000 and or after 420,005, Pub. 1, 100-8.   |
| 5. Secured Cialim.  Clack this box if your claim in secured by collateral (including a right of setoff).  Briof Description of Collateral;  Real Estate  Other  Vehico of Collateral;  Amount of accentage and other charges at time case filed included in secured claim, if any: \$  | 7. University Claim.  Check this box if you have an unsee Amount entitled to priority \$\)  Specify the priority of the claim:  Wages, salaries, or commissions days before filing of the banking debler's this lines of the banking debler's the banking of the      | th itemized statement of all cured priority claim  (up to \$10,000), a carned wishin 180 atoy petitlent or compiler of the attler - 11 U.S.C. § 507(a)(3).  If putchings, longs, or restal of framely, or isometod one - 11 U.S.C. at owed to a spoise, former spoise, dimental units-11 U.S.C. § 507(a)(8).  If owed to a spoise, former spoise, dimental units-11 U.S.C. § 507(a)(8).  If and every 3 years therefore with the content of |
| S. Secured Cinim.  Check this box if your claim is secured by collateral (including a right of setoff).  Briof Description of Collateral;  Real Estate  Other  Value of Collateral;  Amount of agreeming and other charges at time case filed included in secured claim, if any: \$  Check this hox if a) there is no collateral or lies securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is childed to priority.  Credits: The amount of all payments on this claim has been credited in this proof of claim.  Sopporting Documents:  Attach coping of supporting documents.   | 7. University Claim.  Check this box if you have an unsee Amount entitled to priority \$\)  Specify the priority of the claim:  Wages, salaries, of commissions days before filing of the banking debiar's business, whichever is at Contributions to an employee the Up to \$2,225° of deposits towns property or services for personal, \$507(n)(6).  Alimony, maintanance, or suppose or child - 11 U.S.C. \$507(n)(7).  Taxes or penalties awed to gove to Other - Specify applicable pamp *Amounts or subject to adjustment on \$47 respect to cases commenced on on all 18th day limits apply to cases the or and deducted for the putpose of making  | th itemized statement of all cured priority claim  (up to \$10,000),* carried wishin 180 stay petitlent or complete of the attler - 11 U.S.C. § 507(n)(3), the fit plan - 11 U.S.C. § 507(n)(4), the peterbase, tenned, or restal of a frontilly, or household mar - 11 U.S.C. it would to a spouse, former spouse, commental units-11 U.S.C. § 507(a)(8), and of 11 U.S.C. § 507(a)(). The and every 1 years thereafter with or the date of adjustment \$10,000 and or after 420,005, Pub. 1, 100-8.   |
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Penalty for presenting freudulent claim: Pine of up to \$590,000 or imprisonment for up to \$ years, or both, 18 U.S.C. 85 152 and 3.771.